



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 04/09/2024

Item Title: Solicit Request for Qualifications (RFQ's) X Action
for legal counsel or extend agreement with Information
O'Hanlon, Demerath & Castillo Discussion

BACKGROUND:

FISCAL IMPLICATIONS:

RECOMMENDATION:

Discussion, consideration and possible action to solicit Request for Qualifications (RFQ's) for legal counsels or extend agreement with O'Hanlon, Demerath & Castillo. Current Contract to expire June 30, 2024.

Approved for Submission to Board of Education:

Dr. Jesus H. Chavez
Submitted by: Superintendent

Recommended by: Asst. Supt./CFO

Miguel Salinas
Reviewed by: Staff Attorney

Approved by: Chief Officer

Jesus H. Chavez
Dr. Jesus H. Chavez, Superintendent

When Necessary, Additional Background May Follow This.



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU

Board of Education Meeting: 03/07/2023

Item Title: Solicit Request for Qualifications (RFQ's)
for legal counsel or extend agreement
with O'Hanlon, Demerath & Castillo

X **Action**
 Information
 Discussion

BACKGROUND:

FISCAL IMPLICATIONS:

RECOMMENDATION:

Discussion, consideration and possible action to solicit Request for Qualifications (RFQ's) for legal counsel or extend agreement with O'Hanlon, Demerath & Castillo.

Dr. René Gutiérrez
Submitted by: Superintendent

Approved for Submission to Board of Education:

Recommended by: Asst. Supt./CFO
Miguel Salinas
Reviewed by: Staff Attorney

René Gutiérrez
Dr. René Gutiérrez, Superintendent

Approved by: Deputy Superintendent

When Necessary, Additional Background May Follow This.

STATE OF TEXAS

(Minutes conducted via electronic voting)

COUNTY OF CAMERON

BE IT REMEMBERED, that on the 7^h day of March, the Board of Trustees of the Brownsville Independent School District met in a **Regular Board Meeting** at the Administration Building, 1900 Price Road, Brownsville, Texas, for the purpose of transacting any and all business that came before the Board and with the following to wit:

PRESENT:

Jessica Gonzalez	President
Carlos Elizondo	Vice-President (arrived at 5:35 p.m.)
Minerva Pena	Secretary
Frank Ortiz	Assistant Secretary
Eddie Garcia	Member (<i>via zoom</i>)
Denise Garza	Member
Daniella Lopez Valdez	Member (arrived at 5:35 p.m.)

ABSENT:

None

ALSO PRESENT:

Dr. Rene Gutierrez	Superintendent of Schools
Nick Maddox	Attorney for the Board

ALSO ABSENT:

None

WHEREUPON, a quorum being present and it appearing before the Board, it is hereby so found that notice of this **Regular Board Meeting** has been duly given in the manner and for the length of time as prescribed by law. The meeting was called to order and declared ready for the transaction of business with the following to wit:

- I. Meeting called to order by Ms. Jessica Gonzalez, Board President at 5:30 p.m.
- II. Moment of Silence led by Dr. Rene Gutierrez, Superintendent of Schools.
- III. Pledge of Allegiance led by Ms. Minerva Pena, Board Member.
- IV. Roll Call. Ms. Jessica Gonzalez, Board President stated, okay, for the record, for roll call, Mr. Elizondo should be here shortly, Ms. Lopez Valdez should be here shortly and Mr. Eddie Garcia is joining us via Zoom.
- V. Recommend approving the agenda of the Regular Board Meeting of Tuesday, March 7, 2023 with any corrections/deletions.

to Region One and I would wish they would extend it to regular students because it's very important and not every parent can afford drivers ed, but the law now requires it before you get a license, especially if you are a teenager. Ms. Salinas stated, it's a great opportunity for our students, thank you. Ms. Pena stated, thank you, thank you and keep working with that. Ms. Salinas stated, thank you. Ms. Gonzalez stated, Mr. Elizondo. Mr. Elizondo stated, just really quick and I don't know even if they can, is Region One going to look at local driving schools to provide the service? Ms. Salinas stated, the MOU that I read and their backup was they partnered up with Driving Quest and that's providing that 32-hour module, after that, then the parent of course, does the driving, the hours that they log in and once that's complete, that they get a certificate and they take it to DPS and take the exam. Mr. Elizondo asked, so they are not a local company? Probably not? Thank you. Ms. Pena interjected, at that point, it really doesn't matter. Ms. Salinas stated, they partnered up with that and the Texas Workforce Commission.

Motion made by Minerva Pena, seconded by Carlos Elizondo, and unanimously carried to recommend approval of the Memorandum of Understanding and Agreement between Region One Education Center Driver Education Services and Brownsville I.S.D. to provide an online Driver Education Course to eligible 504 students. At no cost to the District * (7-0-0)

10. Request approval to increase year two of contract with E3Alliance for services for Russell Elementary School up to \$41,000.00 for this Vetted Improvement Provider contingent upon availability of grant funding. **Consent Agenda**
11. Discussion, consideration and possible action to solicit Request for Qualifications (RFQ's) for Legal Counsel or extend agreement with O'Hanlon, Demerath & Castillo.

Mr. Carlos Elizondo, Board Member interjected, I would like to make a motion to approve an RFQ. Ms. Jessica Gonzalez, Board President stated, give me a second, Denise had her hand raised and then you go ahead. Ms. Denise Garza, Board Member stated, hi, yes, I would like to make a motion that we extend it to the 3rd year with Mr. O'Hanlon, I think Mr. O'Hanlon has done an excellent job these past two years. We are only paying 240 thousand to his, for his services, nothing has been outsourced, everything has been handled within our district, with our Legal Counsel so I'd like to make a motion to extend it for the 3rd year. Ms. Gonzalez stated, Mr. Elizondo. Mr. Elizondo stated, I had already made a motion, but anyway, just to let you know, I think in January, the comment from both you ladies was, we have a new Board with new Board Members and they should be given an opportunity to choose their tax attorneys. So, I think you have a new Board, we should have the right to at least go out for RFQ's and if they win, they win and if they don't, they don't. But that would be the fair thing to do just like we did in January for the tax attorneys. Its just an RFQ, if they come out number one like they had been, then there should be no issues. This is the reason that I went for a motion for RFQ. Ms. Gonzalez stated, Denise did the motion first since she had her hand raised. Ms. Daniella Lopez Valdez, Board Member stated, I'll second it. Mr. Frank Ortiz, Board Member interjected, I think Mr. Garcia had his hand up. Ms. Gonzalez stated, Mr. Garcia, thank you Mr. Ortiz, Mr. Garcia, did you have a question? Oh, okay. Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees stated, please vote, motion passes, 5 yes, 2 no.

Motion made by Denise Garza, seconded by Daniella Lopez Valdez, to recommend approval to solicit Request for Qualifications (RFQ's) for Legal Counsel or extend agreement with O'Hanlon, Demerath & Castillo.

The following vote was recorded

Yea: Mr. Elizondo, Ms. Lopez, Ms. Garza, Ms. Gonzalez, Mr. Garcia
Nay: Mr. Ortiz, Ms. Pena
Abstain:

Motion Carried: 5-2-0

Mr. Elizondo interjected, just a clarification question to the attorney, was my motion accepted or not, since I did the first motion? *Mr. Nick Maddox, Legal Counsel stated, Board President called a point of order on the order of the motions, so, she presides over this meeting.* Mr. Elizondo stated, of course, I knew the answer, thank you. *Ms. Perez stated, good job sir.*

Carlos Elizondo stepped out of meeting at 8:14 p.m.

12. Recommend approval to enter into a contract with Moak Casey for efficiency study related to tax rate implementation for 2023-2024 school year at an approximate cost of \$30,000.00.

Ms. Jessica Gonzalez, Board President asked, Dr. Gutierrez, did you have a comment on this one? *Dr. Rene Gutierrez, Superintendent of Schools replied, this is just so that we can get the Moak and Casey to do the efficiency study that we may be able to get some information that we need for, in the event that we go for a tax ratification election in November.* Ms. Gonzalez stated, motion to approve. Ms. Denise Garza, Board Member stated, second. *Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees stated, please vote, Ms. Pena, Ms. Pena.* Ms. Minerva Pena, Board Member stated, I hit it a thousand times. *Ms. Perez stated, okay, it's not coming through, okay.* *Mr. Nick Maddox, Legal Counsel asked, Trustee Pena, could you verbally affirm your vote, its not coming through in the system?*

Carlos Elizondo returned at 8:15 p.m.

Ms. Pena stated, yes there is, yes, I'd like to vote yes and I'd like to amend my vote the previous one to no, 11, no, 12 yes. *Ms. Perez stated, it worked right now when you pressed it and you pressed no.* Ms. Pena stated, I pressed, 12 yes. *Ms. Perez stated, right now, we are doing 12 right now, right now.* Ms. Pena interjected, I said yes. *Ms. Perez stated, okay, maam, you haven't.* Ms. Pena stated, okay. *Ms. Perez asked, can you vote please, do it again, there you go.* Ms. Pena stated, 11 no, 12 yes. And just my no because I think, if I may Jessica, I like to be fair with everyone and Mr. Elizondo brought up a good point, if you go out for RFQ for one thing, lets do it across the board and I feel safe and I'm sure they will still come out on top, because they have been doing well. So, don't be afraid to be checked and go through RFQ, just so we look like we are doing everything evenly. That's the only thing, so I agree with him, no offense because I like Nick, he's an excellent attorney. Ms. Gonzalez stated, thank you Ms. Pena. Ms. Pena stated, nothing personal. *Ms. Perez stated, okay, for item 12, motion passes, 7, 0, unanimous.*



Brownsville Independent School District

Agenda Category: Bids/Proposals Board of Education Meeting: 04/05/22

Item Title: RFQ #21-131 Board Legal Advisor Services X Action Information Discussion

BACKGROUND:

On June 1, 2021, the Brownsville Independent School District Board of Trustees awarded RFQ #21-131 Board Legal Advisor Services to O’Hanlon, Demerath, & Castillo from Austin, TX. The term was for one (1) year, effective August 1, 2021, with the option to renew for two (2) additional one (1) year terms. Administration is submitting this item to renew the current RFQ for one (1) year beginning August 1, 2022.

FISCAL IMPLICATIONS:

Local Maintenance Funds - \$240,000.00 per year.

RECOMMENDATION:

Recommend approval to renew RFQ #21-131 Board Legal Advisor Services to O’Hanlon, Demerath, & Castillo from Austin, TX for an additional one (1) year term beginning August 1, 2022, with the option to renew for one (1) additional one-year term, in the amount not to exceed \$240,000.00 from Local Maintenance Funds, as stated on the original RFQ.

Miguel Salinas / Rosario Peña
Submitted by: Staff Attorney/Purchasing Director

Approved for Submission to Board of Education:

David Robledo
Recommended by: Asst. Supt./CFO

René Gutiérrez

Dr. Nellie Cantu
Approved by: Deputy Superintendent 3/31/22

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 06/24/21

Item Title: Award Contract for RFQ #21-131 X Action
Board Legal Advisor Services to Information
O'Hanlon, Demerath, & Castillo Discussion

BACKGROUND:

During the Special Called Board of Trustees meeting held on June 1, 2021, the Brownsville Independent School District Board of Trustees awarded RFQ #21-131, Board Legal Advisor Services to O'Hanlon, Demerath, & Castillo. The term contract is for one (1) year, effective August 1, 2021. The District has the option to renew the contract for up to two (2) years.
(Miguel Salinas)

FISCAL IMPLICATIONS:

Local Maintenance Funds - \$240,000.00 per year.

RECOMMENDATION:

Recommend approval of the negotiated contract for RFQ #21-131, Legal Board Advisor services to O'Hanlon, Demerath, & Castillo from Austin, Texas for one year beginning August 1, 2021, with the option to renew for two additional one-year terms, in the amount not to exceed \$240,000.00 from Local Maintenance Funds.

Miguel Salinas Rosario Peña
Submitted by: Staff Attorney/Purchasing Director

Approved for Submission to Board of Education:

David Robledo
Recommended by: Asst. Supt/CFO

Dr. Nellie Cantu
Approved by: Deputy Superintendent

6/21/21

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

LEGAL SERVICES AGREEMENT

This Legal Services Agreement is made and entered into by and between the Brownsville Independent School District, hereinafter referred to as "BISD," and O'Hanlon, Demerath & Castillo, hereinafter referred to as "Counsel."

RECITALS

WHEREAS, BISD requires the assistance of Counsel in carrying out its duties and responsibilities; and,

WHEREAS, on or about June 1, 2021, BISD Board of Trustees took action to award RFQ #21-131 to O'Hanlon, Demerath & Castillo; and,

WHEREAS, O'Hanlon, Demerath & Castillo agrees to act as BISD's Counsel under the terms and conditions set forth herein:

NOW THEREFORE, in consideration of the mutual covenants and terms and conditions herein contained, and of the execution hereof, the parties agree and bind themselves to the obligations set forth in this Legal Services Agreement.

I. PURPOSE

BISD hereby approves O'Hanlon, Demerath & Castillo as legal counsel to BISD and its BISD Board of Trustees during the term of this Agreement. The general purpose of this Agreement is for BISD to obtain Counsel to advise and assist BISD and its Board of Trustees in its course and scope of the performance its of duties and responsibilities as an independent school district in accordance with the laws and regulations of the United States and of the State of Texas.

II. NON-DELEGATION OF DUTIES

BISD is retaining O'Hanlon, Demerath & Castillo. No delegation of services outside of the firm may be utilized without prior authorization by the BISD Board of Trustees. Counsel shall obtain prior authorization from the Board of Trustees before engaging any experts or additional non-employee legal counsel.

III. SCOPE OF ENGAGEMENT

O'Hanlon, Demerath & Castillo will represent BISD in connection with all legal matters involving the District, its Board, or its staff in all legal matters to which they are assigned in accordance with the provisions of Brownsville ISD Board Policy BDD (Local), as they arise. These areas include, but are not limited to, issues of general school law, election law, contract

review, personnel matters (hiring practices, non-renewals, terminations, grievances, EEOC matters, employee investigations, Title VII Claims, Title IX Claims), student matters, policy review and policy interpretation, immigration issues, student discipline, defense of Office of Civil Rights complaints, open government issues, including responding to Public Information Act requests, responding to media requests related to Board of Trustee issues, Title VII Matters, ADA matters, Section 504 matters, Texas Open Meetings Act/Public Information Act compliance, including Board Agenda review, construction, real estate, inter-local agreements and other business matters, and all other matters for which the firm's advice and/or representation is sought by or on behalf of Brownsville ISD. Upon request, O'Hanlon, Demerath & Castillo shall perform departmental, employee, and/or Board training on issues requested by the Board of Trustees or BISD. Additionally, O'Hanlon, Demerath & Castillo shall maintain all legal deadlines, and keep the BISD reasonably informed of all pending matters.

O'Hanlon, Demerath & Castillo shall be present and provide legal representation at all Regularly Scheduled Board Meetings, Special Called Board Meetings and Committee Meetings when requested by the particular Committee Chairman. O'Hanlon, Demerath & Castillo shall also assist in the legal review of all Minutes of such Board meetings, as prepared by the Board Secretary, upon request. It is understood by the Parties that the Firm's primary representative at meetings of the Board of Trustees will be Kevin O'Hanlon, subject to scheduling conflicts.

O'Hanlon, Demerath & Castillo shall also be available to immediately respond to the BISD Board of Trustees President and or Superintendent of Schools or his/her designees, when legal advice concerning BISD is sought.

It is expressly understood by Counsel that no litigation will be initiated or terminated without the prior approval and official action of the BISD Board of Trustees.

IV. REPORTS TO THE BOARD

O'Hanlon, Demerath & Castillo shall regularly report to the Board in executive session and maintain a listing of all pending and potential litigation, including but not limited to all state, federal, special education, administrative law, administrative grievance pending, and any other legal issues with the BISD. Upon request, Counsel shall report a brief summary of the status of each case with a projected cost of defense and timeline.

V. TERM OF ENGAGEMENT

This Agreement shall commence on June 25, 2021 and shall terminate on June 30, 2022. ("Agreement Termination Date"), unless terminated earlier. BISD shall have the right, upon approval and in the sole discretion of the Board of Trustees, to extend the term of this Agreement for two additional one-year terms.

VI. FEES

O'Hanlon, Demerath & Castillo's total fees for the provision of the legal services, inclusive of the expenses described below, as are described in Sections III and IV, shall be **TWENTY THOUSAND and NO/100 DOLLARS (\$20,000.00)** per month for the duration of this Agreement, or any extension thereof. Such fees shall be payable, on a monthly basis to O'Hanlon, Demerath & Castillo. Any increases to this monthly flat fee during the term of this Agreement and any subsequent renewals thereof must be in writing and approved by the BISD Board of Trustees. The parties acknowledge and agree that nothing in this Agreement will be interpreted to create an obligation or liability in excess of the funds currently appropriated to BISD. Payment for partial months shall be appropriately prorated.

The parties acknowledge that the compensation provided for under this agreement is meant to be a flat-rate monthly fee. Counsel shall be solely responsible for all costs which Counsel may incur incidental to conduction the business of the BISD, such as travel expenses, meal reimbursements and mileage. In addition, the BISD will not provide clerical staff or office support to the Counsel. BISD shall not be responsible for providing Counsel with staff, employees, office supplies, office equipment, telephone services, telephone equipment, facsimile equipment, networking equipment or office supplies. BISD will not be responsible for any costs of overhead, including but not limited to legal research software, subscriptions, and or costs of maintaining professional certifications or costs for continuing legal education. BISD shall be responsible for direct costs such as Hearing Examiner Services, Court Reporter fees, expert witness fees, court costs, large scale document reproduction expenses, and other similar items of cost incurred by the firm on behalf of BISD.

VII. TERMINATION

If at any time during this agreement or any extension hereof, BISD determines that Counsel's performance under this agreement is unsatisfactory, BISD shall notify the Counsel in writing of BISD's determination. Such notice may also, in the Board's sole discretion terminate this Agreement upon the expiration of a thirty-day transition during which O'Hanlon, Demerath & Castillo will be responsible for the transition of all legal matters and files in their possession to substitute counsel designated by the BISD Board of Trustees. Upon notification from the Board, Counsel shall immediately cease all services, other than transition activities immediately, except such services which are necessary to windup all services being provided. If termination results in an incomplete month of services being provided, it shall result in the proration of such payment commensurate to the number of days worked.

VIII. PUBLIC ENTITY

The Counsel acknowledges that documents generated in the course of representation of a governmental body may be subject to the Texas Public Information Act. Counsel will exercise

professional judgment and care not to generate documents which are subject to public information requests that are intended to be confidential or confidential attorney-client communications. This is particularly important in the presentation of invoices where incidental notation may tend to reveal litigation strategies or confidential information. This subsection shall not be interpreted to limit Counsel's duty to provide full disclosure to BISD as necessary in Counsel's judgment to represent BISD with due professional care as required by applicable laws or disciplinary rules.

IX. GIFTS TO PUBLIC SERVANT

Counsel warrants that it has not given, nor does he intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trips, favors, or service in exchange for this Agreement. Additionally, neither the Firm, nor its employees will contribute to the political campaign of any sitting BISD Trustee.

X. LICENSE/CONDUCT

Counsel warrants that all of its attorneys are in good standing under the laws of the State of Texas. Counsel will notify BISD in writing within one (1) business day of any lapse in in the licensed status of any attorney providing services to BISD. Counsel further acknowledges that, in performing services under this Agreement, Counsel and its attorneys must adhere to the Texas Disciplinary Rules of Professional Conduct.

XI. INDEPENDENT CONTRACTOR/ INDEMNIFICATION

Counsel agrees and acknowledges that during the existence of this Agreement, it will be acting in the capacity of an independent contractor, and that Counsel is not an employee of BISD. Counsel will be solely and entirely responsible for his acts and the acts of his agents, employees, subcontractors, and representatives in the performance of this Agreement.

Counsel agrees and acknowledges that during the term of this Agreement, Counsel shall be entirely responsible for the liability and payment of its employees or assistants, of all taxes of whatever kind, arising out of the performances of this Agreement. Other than payments described in this Agreement, Counsel agrees and acknowledges that Counsel or its employees or assistants shall not be entitled to any local or state benefit on account of the services provided hereunder.

To the fullest extent permitted by law, Counsel shall indemnify and hold harmless BISD, its Trustees, administrators, and employees from and against any and all claims, costs, losses, and damages (including, but not limited to, all fees and charges of attorneys, and other professionals, and all court, arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Counsel or Counsel's attorneys or employees, in the performance and furnishing of Counsel's legal services under this Agreement.

**XII.
GENERAL PROVISIONS**

This Agreement shall not be assigned, or any rights, duties or obligations hereunder, without the expressed approval of the BISD Board of Trustees in its sole and absolute discretion.

Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature, between BISD and Counsel, nor shall any employee of Counsel be deemed to be an employee of BISD.

This Agreement constitutes the entire Agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are hereby merged herein. Except as expressly set forth herein, this Agreement shall not be amended in any way except in writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

No waiver of any provision of this Agreement by either party hereto shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

This Legal Services Agreement is entered into, upon board approval, as of this 24 day of JUNE 2021.

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

By: _____


EDDIE GARCIA

President

Board of Trustees

Brownsville Independent School District

ATTEST:


DRUE BROWN

Secretary

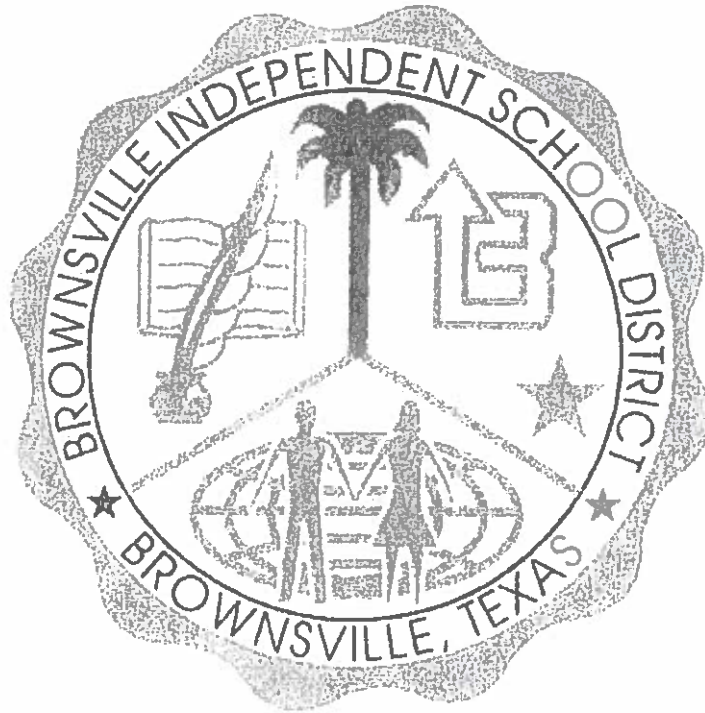
Board of Trustees

Brownsville Independent School District

O'HANLON DEMERATH & CASTILLO

By: 

KEVIN O'HANLON
President



21-131

Board Legal Advisor Services

Issue Date: 1/24/2021

Questions Deadline: 2/8/2021 05:00 PM (CT)

Response Deadline: 2/16/2021 10:00 AM (CT)

Contact Information

Contact: Delia Rodriguez, Purchasing Coordinator

Address: Purchasing

107

1900 E. Price Rd

Ste. 107

Brownsville, TX 78521

Phone: (956) 548-8361

Email: dnrodriguez@bisd.us



BISD PURCHASING DEPARTMENT
SPECIFICATIONS FOR RFQ NO. 21-131
REQUEST FOR QUALIFICATIONS FOR BOARD LEGAL ADVISOR SERVICES

I. Authorization for RFQS

The Board of Trustees for the Brownsville Independent School District is requesting Qualifications from law firm/individual attorney to perform legal services. The Primary Term of the Contract will be from the date of the signing of the contract for a primary term of one (1) year with the option to renew for two (2) additional years.

A. Background and Scope of Work

The Brownsville Independent School District Board of Trustees directed the Superintendent of Schools, Dr. René Gutiérrez, to Request Qualifications for Board Legal Advisor Services.

1. Meeting, in part or all, services outlined in *Attachment A1 and Attachment A2*
2. List of references as part of *Attachment B*.
3. Minimum insurance requirements schedule on *Attachment C*.



Brownsville Independent School District

Agenda Category: Board Member Request Board of Education Meeting: 06/01/2021

Item Title: RFQ #21-131 Board Legal Advisor Services X Action
(Board Member Request – PRT) Information
Discussion

BACKGROUND:

Board Member Request: **Dr. Prisci Roca Tipton**

Board Support: **Daniella Lopez Valdez, Eddie Garcia**

FISCAL IMPLICATIONS:

RECOMMENDATION:

Discussion, consideration, and possible action to recommend awarding RFQ#21-131 Board Legal Advisor Services to the number two (#2) ranked law firm, O'Hanlon, Demerath, & Castillo Attorneys at Law, pursuant to the RFQ which includes special education legal services; the number one (#1) ranked law firm, Walsh, Gallegos, Trevino Russo & Kyle, P.C., declined any and all considerations to provide legal services to the Brownsville ISD and Board of Trustees based on select board member requests to exclude special education legal services from their contract (for transparency purposes, the proposed exclusion of special education services was not stipulated in the original RFQ #21-131 process or full-board discussion). (Board Agenda Request Dr. Prisci Roca Tipton/Board Support Daniella Lopez Valdez and Eddie Garcia)

Approved for Submission to Board of Education:

Dr. René Gutiérrez

Prepared by: Superintendent

Recommended by: Asst. Supt./CFO

Board Member Request

Dr. René Gutiérrez
Superintendent

Approved by: Deputy Superintendent

When Necessary, Additional Background May Follow This.



Master Tally Sheet

Position Title: RFQ #21-131/Board Legal Advisor Services

Date of Interview: May 18, 2021

Facilitator: [Signature]

Candidate	Eddie Garcia Total	Dr. Prisci Roca Tipton Total	Drue Brown Total	Daniela Lopez-Valdez Total	Denise Garza Total	Jessica Gonzalez Total	Minerva Peña Total	Grand Total	Rank
Baltazar Salazar	75	50	90	40	99	100	95	549	Tie
Farah Law Group PLLC	85	98	60	93	98	70	45	549	Tie
Feldman & Feldman PC		WITHDREW		SUBMISSION					
Jones Galligan Key & Lozano LLP	88	90	65	45	98	75	45	556	3
Law Office of Gerry Liman	75	15	45	5	50	30	35	255	
O'Hanlon Demerath & Castillo	91	100	70	100	92	69	60	582	2
Walsh Gallegos Treviño Russo & Kyle PC	88	90	80	100	96	100	55	609	1

Facilitator's Signature: [Signature]

Facilitator's Signature: [Signature]

Patricia Perez

From: Patricia Perez
Sent: Wednesday, May 26, 2021 7:22 AM
To: Patricia Perez
Subject: FW: Board Member Request - Dr. Prisci Roca Tipton (RFQ#21-131)

FYI: Board of Trustees
Superintendent

Board Agenda Request – Dr. Prisci Roca Tipton
Regular Board Meeting – June 1, 2021

From: Dr. Prisci Tipton <prisci.tipton@gmail.com>
Sent: Tuesday, May 25, 2021 11:42 PM
To: Patricia Perez <pperez@bisd.us>
Subject: Board Member Request - Dr. Prisci Roca Tipton (RFQ#21-131)

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mrs. Pat Perez,

Would you please place the following board agenda item on the June 2021 board meeting:

Discussion, consideration, and possible action to recommend awarding RFQ#21-131 Board Legal Advisor Services to the number two (#2) ranked law firm, O’Hanlon, Demerath, & Castillo Attorneys at Law, pursuant to the RFQ which includes special education legal services; the number one (#1) ranked law firm, Walsh, Gallegos, Trevino Russo & Kyle, P.C., declined any and all considerations to provide legal services to the Brownsville ISD and Board of Trustees based on select board member requests to exclude special education legal services from their contract (for transparency purposes, the proposed exclusion of special education services was not stipulated in the original RFQ #21-131 process or full-board discussion).

Thank you in advance to my board member colleagues for their support.

Warm regards,
Prisci

Dr. Prisci Roca Tipton, MBA
prisci.tipton@gmail.com
956-266-4449

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BISD does not discriminate on the basis of race, color, national origin, gender, religion, age, disability or genetic information in employment or provision of

Patricia Perez

From: Daniella Lopez-Valdez
Sent: Wednesday, May 26, 2021 7:57 AM
To: Patricia Perez
Subject: Re: Board Member Request - Dr. Prisci Roca Tipton (RFQ#21-131)

I support this item

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From: Patricia Perez <pperez@bisd.us>
Sent: Wednesday, May 26, 2021 7:22:03 AM
To: Patricia Perez <pperez@bisd.us>
Subject: FW: Board Member Request - Dr. Prisci Roca Tipton (RFQ#21-131)

FYI: Board of Trustees
Superintendent

Board Agenda Request – Dr. Prisci Roca Tipton
Regular Board Meeting – June 1, 2021

From: Dr. Prisci Tipton <prisci.tipton@gmail.com>
Sent: Tuesday, May 25, 2021 11:42 PM
To: Patricia Perez <pperez@bisd.us>
Subject: Board Member Request - Dr. Prisci Roca Tipton (RFQ#21-131)

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Dear Mrs. Pat Perez,

Would you please place the following board agenda item on the June 2021 board meeting:

Discussion, consideration, and possible action to recommend awarding RFQ#21-131 Board Legal Advisor Services to the number two (#2) ranked law firm, O'Hanlon, Demerath, & Castillo Attorneys at Law, pursuant to the RFQ which includes special education legal services; the number one (#1) ranked law firm, Walsh, Gallegos, Trevino Russo & Kyle, P.C., declined any and all considerations to provide legal services to the Brownsville ISD and Board of Trustees based on select board member requests to exclude special education legal services from their contract (for transparency purposes, the proposed exclusion of special education services was not stipulated in the original RFQ #21-131 process or full-board discussion).

Thank you in advance to my board member colleagues for their support.

Warm regards,
Prisci

Patricia Perez

From: Eddie Garcia
Sent: Wednesday, May 26, 2021 8:56 AM
To: Patricia Perez
Subject: Re: Board Member Request - Dr. Prisci Roca Tipton (RFQ#21-131)

Good Morning Ms Pat,

I support this item regarding board legal services.

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From: Patricia Perez <pperez@bisd.us>
Sent: Wednesday, May 26, 2021 7:22:03 AM
To: Patricia Perez <pperez@bisd.us>
Subject: FW: Board Member Request - Dr. Prisci Roca Tipton (RFQ#21-131)

FYI: Board of Trustees
Superintendent

Board Agenda Request – Dr. Prisci Roca Tipton
Regular Board Meeting – June 1, 2021

From: Dr. Prisci Tipton <prisci.tipton@gmail.com>
Sent: Tuesday, May 25, 2021 11:42 PM
To: Patricia Perez <pperez@bisd.us>
Subject: Board Member Request - Dr. Prisci Roca Tipton (RFQ#21-131)

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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